

Electronically Recorded

Tarrant County Texas

Official Public Records

1/24/2011 2:43 PM

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PGS 3 \$24.00
 NOTICE OF ~~CONFIDENTIALITY~~ RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXTENSION AND AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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§
§
 Electronically Recorded
 Chesapeake Operating, Inc.
 KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

L0578429

WHEREAS, David A. Hullender and wife, Eve Melissa Hullender, executed that certain Oil, Gas and Mineral Lease dated August 18, 2007, unto Western Production Company, Inc., which is recorded by Memorandum in D207336498 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and

WHEREAS, Kathryn M. and Philip A. Friend, ("Lessor"), are the current owners of said lands and Lease;

WHEREAS, all of the rights, title and interest in the Lease were ultimately assigned to and acquired by Chesapeake Exploration L.L.C. and Total E&P, USA, Inc. ("Lessee"); and

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease as hereinafter set forth.

NOW THEREFORE, for Ten Dollars and other good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby extended and amended as follows:

The primary term shall extend to **January 1, 2013**, and for as long thereafter as oil, gas or other minerals covered thereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

The acreage of said lands shall be corrected from 0.135 acres and will now be considered as 0.321 acres.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as extended and amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

By: Kathryn M. Friend
 Kathryn M. Friend

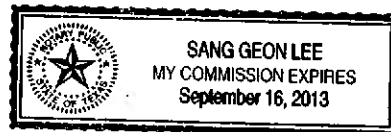
By: Philip A. Friend
 Philip A. Friend

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on this 17th day of January, 2011,
by Kathryn M. Friend and Philip A. Friend.



Notary Public for the State of Texas



Chesapeake Exploration, L.L.C.,
an Oklahoma Limited Liability Company

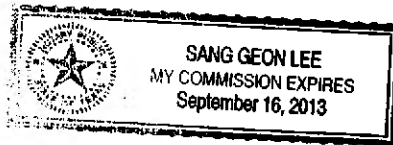

Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

ACKNOWLEDGEMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on this 17th day of January, 2011,
by Kathryn M. Friend and Philip A. Friend.


Notary Public for the State of Texas



STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 21st day of
December, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal
& General Counsel of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability
company, on behalf of said limited liability company.


Notary Public for the State of Oklahoma



Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154